

**EXIRA COMMUNITY SCHOOL DISTRICT**

**2007-2009**

**MASTER CONTRACT**

**EXIRA BOARD OF EDUCATION  
EXIRA EDUCATION ASSOCIATION**

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## **PREAMBLE**

The Exira Community School District and the Exira Education Association agree as follows:

The District and the Association recognize and declare that providing a quality education for the students of the Exira Community School District is their mutual desire and depends upon the community, the administration and the teachers.

Whereas, the parties have reached certain understandings which they desire to confirm in the Agreement, it is agreed as follows:

## ARTICLE I

### RECOGNITION

A. The employer hereby recognizes the Exira Education Association as the exclusive negotiation agent for, and limited to, the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in certification instrument (Case No. 662) issued by the PERB on the 28th day of May, 1976. This is not an agreement to preserve bargaining unit work. The unit described in the above certification is as follows:

All full-time and regular part-time professional nonsupervisory employees of the Exira Community School District.

Included: classroom teachers, guidance counselor, librarian, special education teachers, Title I teachers, and athletic director.

Excluded: superintendent, principals, all nonprofessional employees, and all those excluded by Section 4 of the Iowa Public Employment Relations Act.

B. Definitions:

1. The term "Employer" as used in this Agreement shall mean the Exira Community School District or its duly authorized representatives or agents. The term "Board" as used in this Agreement shall mean the Board of Directors of the Exira Community School District or its duly authorized representatives or agents.
2. The term "Employee" as used in this Agreement shall mean the employees included in the bargaining unit described above.
3. The term "Association" as used in this Agreement shall mean the Exira Education Association or its duly authorized representatives or agents.

C. The Association recognizes the Exira Community School District as the public employer governed by the Public Employee Relations Board (PERB). The Board is the duly elected representative of the citizens of the school district and agrees to negotiate only through the negotiating agent or agents officially designated by the Board to act on its behalf.

D. The Association agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances, the interest of anyone other than members of the bargaining unit.

## ARTICLE II

### SENIORITY-PROBATIONARY EMPLOYEES

A. Employees shall have their seniority computed on the following basis: length of consecutive years of employment with the Exira Community School District. An employee shall not lose their seniority because of an extended leave of absence as provided in the Master Contract. Ties shall be broken by using the date the employee signed his/her original contract.

B. Each year, upon request of the EEA President, the Board shall post in all school buildings and deliver to the Association, a list showing the seniority of each employee employed by the Board, the employee's area of certification, and courses taught. This list is final for all purposes unless objected to in writing ten (10) working days of its being posted.

## ARTICLE III

### WORKDAY

A. Hours of Work: The normal workday shall begin at 7:30 AM -3:30 PM/8:00-4:00 PM except on days when supplemental duties have been assigned. Teachers must notify their principal of their intended work hours prior to the beginning of each semester. On Fridays and on days preceding holidays or vacation periods, the employee day will end at the close of the student day. Teachers are dismissed after the route buses have departed. Staff meetings, with two days prior notice, may be scheduled at 7:30 AM with dismissal at 3:30 PM on that day. Teachers are dismissed after the buses depart.

B. Prep Time: Each employee shall have one prep period not to be less than forty (40) minutes with full pay each day. Less than full time employees will be allowed a proportional percentage of prep time, i.e.:  $1/2 \text{ time} = 20 \text{ minutes}$ . Such time shall be in addition to the employee's lunch period.

C. Calendar Advisory Committee: A calendar advisory committee, with two teacher representatives appointed by the Association, shall be established as a means by which recommendations will be made to the superintendent regarding the organization of the district calendar.

## ARTICLE IV

### DUES DEDUCTIONS

A. The Association will inform each of its members of the voluntary nature of authorization for each allotment of pay to cover dues and the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking the authorization.

B. The Association agrees to acquire and distribute to its members an authorization form advising the members that the dues deduction is voluntary on the member's part and that the

member also may terminate the dues checkoff at any time by giving thirty (30) days written notice to the employer.

C. Deductions under this provision shall only include the regular periodic amounts required to maintain the employee as a member in good standing: but, shall not include initiation fees, special assessments, back dues, fines, or similar items.

D. Authorization cards for new employees must be received in the business office of the school district by 9:00 AM on the tenth working day of each month. Any cards filed after this time will have the dues deducted the last working day of the following months.

E. For those employees who turn in authorization cards prior to the tenth working day in September, the dues deduction shall be on the basis of one-twelfth (1/12) of the total amount of dues to be deducted. Those employees who begin dues deductions after the tenth working day in September shall have the total dues prorated on the basis of the remaining pay periods.

F. The employer shall transmit to the Association the dues deducted at the same time as the regular pay schedule per master contract.

G. The Association agrees to indemnify and hold harmless the employer, the Board, and employer's authorized representatives from any and all claims, cost, suits, and other forms of liability that might arise out of the employer agreeing to make a dues deduction on behalf of the Association.

## ARTICLE V

### HEALTH PROVISIONS

A. Physical Fitness-New Employees: All new employees shall be required to provide the employer with evidence of physical fitness to perform duties assigned and freedom from communicable disease. This evidence shall be in the form of a written report of a medical examination by a physician, which shall include a check for tuberculosis, certifying that such employee has the fitness to perform the tasks assigned. This evidence shall be provided at the beginning of service in the district. The employer shall pay up to forty dollars (\$40.00) for the cost of such examination. The employee must show proof of denial of reimbursement by the insurance company.

B. The employer may require a subsequent examination when, in its judgment, such an examination is relevant to an employee's performance. The employer shall pay the cost of said examination. If the employee desires to select the physician, the employee shall pay the cost of said examination.

## ARTICLE VI

## LEAVES OF ABSENCE

A. Sick Leave: Employees are granted a leave of absence for personal illness or injury with full pay in the following amounts:

1. The first year of employment	11 days
2. The second year of employment	12 days
3. The third year of employment	13 days
4. The fourth year of employment	14 days
5. The fifth year of employment	15 days
6. The sixth and subsequent years of employment	16 days

The above amounts shall apply to consecutive years of employment in the Exira Community School District. Any unused portion shall be cumulative to a maximum of one hundred (100) days. The employer may, in each instance, require such reasonable evidence as it may desire confirming the medical necessity for such leave of absence.

B. Bereavement Leave: Leaves for deaths in the family will be granted on the following basis:

1. Eight days per death per year: husband, wife, child.
2. Five days per death per year: mother, father, brother or sister.
3. Three days per death per year: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law, grandparents, grandchild.
4. One day per death per year: niece, nephew, aunt, uncle.

No deduction of pay shall be made for the days of absence so granted. These leave days are not cumulative. Request for bereavement leave shall be reported to the employee's immediate supervisor prior to such leave, if at all possible. If such prior notice is not possible, it is understood that the affected employee shall be required to make formal application for approval of said leave prior to receiving pay for the time missed.

C. Leave for Family Injury or Illness: Leave for serious injury or illness within the immediate family, which includes: father, mother, son, daughter or spouse, shall be granted up to eight (8) days annually. The superintendent may request a certificate from the doctor verifying the seriousness of illness or injury of the immediate family members. These days will be deducted from your accumulated sick leave.

D. Emergency Leave: Leave for emergency may be allowed to the extent of two days in any one contract year for (a) death of person not defined by bereavement leave; (b) court required appearances; (c) disasters; (d) observance of religious holidays not otherwise scheduled as holidays.

Emergency leave is not cumulative. Request for emergency leave shall be reported to the employee's immediate supervisor prior to such leave, if at all possible. If such prior notice is not possible, it is understood that the affected employee shall be required to make formal application for the approval of said leave prior to receiving pay for the time missed.

E. Professional Leave: The superintendent may approve a leave with full pay for the purpose of educational meetings or visiting other schools. An employee desiring such a leave must file a written request with the employee's principal for the superintendent's approval ten (10) days prior to such leave. Each employee is entitled to two (2) days per school year. This leave is not available for professional growth or salary reclassification requirements. A reimbursement of up to \$55 will be allowed per year. If the meetings are approved, this reimbursement can be used for professional meetings that do not require professional leave. (non school days)

F. Personal Leave: Each employee is entitled to two (2) days of personal leave. The only requirement is to inform the principal three (3) days in advance. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day, unless approved by the superintendent. Personal days will not be allowed during the first or last ten (10) days of school (student days). The employee may take his/her personal leave in increments of 1/2 or 1 full day. Unused personal leave can accumulate up to a total of five (5) days.

G. Jury Duty Leave: An employee who is called for jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave. In order to receive the payment under this section, the employee must give the principal five (5) days written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which payment is claimed. An employee not required to perform jury duty all day shall return to work. The employee will reimburse the district the amount of any money received as jury duty pay.

H. Foreseeable Temporary Disability Leave: In the event of a foreseeable need for the use of sick leave, the employee shall notify the superintendent as soon as the employee foresees the necessity to alter employment commitments. Such notification shall be in writing advising of the date the employee expects to resume full employment commitment.

I. Association Leave: Two members of the Association shall be granted up to two (2) days each to attend ISEA Delegate Assembly. Requests for such leave must be in the hands of the building principal seven (7) days prior to the date of leave.

J. Extended Association Leave: A leave of absence without pay for a period of one (1) year may be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff. Upon return from such leave, the employee shall be placed one step greater than the last step at which they were paid.



K. Educational Improvements: A leave of absence without pay for a period of one (1) year may be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee shall be placed on the salary schedule one step greater than the last step at which they were paid. The employee shall be given credit for the degree attained.

L. Public Service: An employee may be engaged in public service activities unless such activity directly impinges upon the employees' professional service to the school district. Leave for public/civic service may be allowed up to two (2) days in any one contract year. Prior arrangements should be made at least three (3) days in advance. Emergencies such as "fire service" can be requested for consideration after conclusion of the service time.

M. Good Cause: Other extended leaves of absence without pay, may be granted by the superintendent for good cause. The terms of such leave will be negotiated between the superintendent and the teacher and each party will have a copy of the agreement.

N. Adoption Leave: In the event of an adoption, the employee is entitled to three (3) weeks of paid leave, with full benefits. Notification of the need for adoption leave should be given to the superintendent as soon as possible.

O. For the purpose of calculation, all leaves will be calculated to half (1/2) day increments.

## ARTICLE VII

### INSURANCE

The school district will pay the single vision, dental, medical, major medical, hospitalization and long-term disability insurance premium for each employee which may be applied to a family insurance plan. The Board of Directors shall select the carrier of employee related insurance.

The school district will adopt a PPO insurance plan. Savings in the cost of insurance that results from this change will be calculated and added to Schedule A.

## ARTICLE VIII

### EVALUATION PROCEDURES

A. Notification: Within two (2) weeks after the beginning of the school year, the building principal shall acquaint each employee under such principal's supervision with the evaluation procedures. The principal shall at this time notify the employee of the criteria to be used for the purposes of evaluation. No formal evaluation shall take place until such orientation has been completed. A formal evaluation must be completed prior to the close of the third nine weeks.

B. Formal Observation: Career level teachers will be formally evaluated once every three years. Beginning teachers will be formally observed a minimum of three times a year for the purpose of evaluation. Teachers are required to serve the probationary period delineated in Section 279 of the Iowa Code.

C. Pre-Observation: A completed pre-observation data form will be provided the evaluator at least three days prior to the observation.

D. Post Evaluation: The formal evaluation shall be reduced to writing and a copy given to the employee during a conference held within twelve (12) working days of the observation. If the employee disagrees with the written evaluation, the employee may submit a signed and dated written position to the building principal or appropriate supervisor, and then the written position shall be attached to the file copy of the evaluation in question. The employee shall be required to sign the written evaluation; however, such signature shall be understood to indicate the employee's awareness of the evaluation and not interpreted to mean agreement with the content of the material.

E. Remediation: The intensive assistance plan that is included in the Exira Community School District Teacher Evaluation plan will be followed to provide organizational support and assistance to career level teachers who are not meeting the Iowa Teaching Standards.

F. Informal Observation: Additional evaluation of employees may occur through informal observations by the employer. It may not be deemed necessary to reduce such evaluations to writing, and a verbal discussion between the employee and the employer concerning the informal observation may suffice. If a written evaluation is deemed necessary by the employer, procedure D and E as outlined above shall be followed.

G. Co-Curricular Evaluation: Evaluation will consist of a separate procedure.

H. Personnel File: Each employee shall have, upon request, the right to review the evaluation documents contained in his/her personnel file. An employee has the right to respond in writing to any evaluation documents.

## ARTICLE IX

### GRIEVANCE PROCEDURE

A. Definition: A "grievance" is a claim by an employee that there has been a violation of any provision of this Agreement.

B. Purpose: The purpose of the Article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances and disputes over alleged violations of the Agreement. There shall be an attempt to resolve informally or at the earliest possible stage all grievances.

C. Time Limits: All time limits herein shall consist of school days Monday through Friday. The number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the employer's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits, however, may be extended by mutual agreement.

D. Investigation: Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever with the program and related work activities of the grieving employee or of other employees.

E. Steps of the Grievance Procedure:

1. Level One: An employee with an alleged grievance shall within ten (10) days from the date of the alleged grievance, discuss the grievance with his/her immediate supervisor in an attempt to resolve the matter informally.
2. Level Two: If, as a result of the informal discussion in Level One, the employee feels the grievance still exists and the employee desires to proceed to Level Two, the employee shall, in writing, within five (5) days from the date of the informal conference in Level One, file a written grievance with the principal on the form provided by the employer. The principal shall within five (5) days, following the receipt of the written grievance, meet with the employee to discuss the grievance. Within five (5) days following this meeting, the immediate supervisor shall communicate in writing to the employee the disposition of the grievance and state remedy proposed.
3. Level Three: In the event an employee is not satisfied with the decision at Level Two and the employee desires to proceed to Level Three of the grievance procedure, the employee must file within five (5) days of the employee's receipt of the written decision from Level Two a copy of the written grievance with the superintendent. The employee and the superintendent shall meet to discuss the grievance. Within five (5) days of the meeting, the superintendent or his designee shall indicate his proposed remedy of the grievance in writing. The superintendent may consolidate separate grievances involving common questions of fact.
4. Level Four: If the employee is not satisfied with the disposition of the grievance, there shall be available a Level Four consisting of binding arbitration. If the Association, after consultation with the employee, decides to proceed to Level Four, the Association must submit in writing a request for arbitration to the superintendent

days from the receipt of the Level Three answer of the binding arbitration, the Association and the employer shall request the Public Employee Relations Board to provide a list of five (5) arbitrators. At a mutually agreeable time following the receipt of the list of the panel of five (5) arbitrators, the parties shall meet to select a single arbitrator. At this meeting, each of the two parties, the moving party striking first, will alternately strike one (1) name at a time from the list until only one (1) name remains. The remaining name shall be the arbitrator.

The arbitrator's decision shall be in writing and shall set forth his finding, reasonings, and conclusions on the issues submitted. The arbitrator's decision shall be made within thirty (30) days after the close of the arbitrator's hearing. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the agreement. No decision of the arbitrator shall in any way be derogation of the powers, duties and rights established in the employer by constitutional provisions, statute, or other legislative act. The arbitrator's decision shall be binding to both parties. The costs of the service of the arbitrator will be born equally by the employer and the Association.

F. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representative.

G. If an employee or the Association files any claim or complaint in any form other than under this grievance procedure, then the school district shall not be required to process the same claim or set of facts throughout the grievance procedure.

H. A grieving employee may be represented at all steps of the grievance procedure by one representative appointed by the Association.

## ARTICLE X

### WAGES AND SALARIES

A. Schedule: The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part of the Agreement. For the 2007-2008 school year, a total package increase of 3.5%, benefits and salary increases, will be in effect.

For the 2008-2009 school year the total package increase will be 3.5%, to include seniority movement on Schedules A and B, increases in health benefits and salary increases, to be distributed on Schedule A.

If increased costs for health benefits and related coverage would exceed the 3.5% total package, representative(s) of the board and EEA will meet to decide on the reduction of health insurance costs by the selection of benefit options for higher deductible amounts or other changes in coverage. An initial meeting to discuss this will take place no later than February 15, 2008, unless otherwise mutually agreed upon by the board and EEA. The total package increase for 2008-09 will not exceed 3.5%.

**B. Placement on Salary Schedule:**

1. Each present employee shall maintain his/her present status as related to the current salary schedule.
2. New employees coming into the Exira Community School District will receive credit for up to ten (10) years of teaching in other properly accredited school systems.
3. New employees must complete at least one (1) full semester of service with the district in order to be eligible for advancement toward the next increment step for the following year.
4. A newly hired three year probationary teacher with no prior experience shall have the following options for salary:
  - a. Regular salary schedule. Receive the salary amount of their placement on the salary schedule based on their years of experience.
  - b. Three (3) year average salary. Average their salary amount of their placement on the salary schedule and two succeeding steps and take the average pay for three years. The average would be recomputed to match Schedule A for each of the succeeding years up to year three. If the teacher should leave the district prior to completion of the three years of service, any amounts paid in excess of the regular payments due under the salary schedule must be repaid to the district by the teacher upon termination of service. Teachers electing this option must sign a written agreement to repay such sums.
5. A newly hired teacher with experience shall have the following options for salary:
  - a. Regular salary schedule. Receive the salary amount of their placement on the salary schedule based on their years of experience.
  - b. Three (3) year average salary. Average their salary amount of their placement on the salary schedule and two succeeding steps and take the average pay for three years. The average would be recomputed to match Schedule A for each of the succeeding years up to year three. If the teacher should leave the district prior to completion of the three years of service, any amounts paid in excess of the regular payments due under the salary schedule must be repaid to the district by the teacher upon termination of service. Teachers electing this option must sign a written agreement to repay such sums.

**C. Advancement on Salary Schedule:** Increments-Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum step for his/her educational classification is reached. Advancement is subject to satisfactory performance of the employee, notification of unsatisfactory performance shall be given to the employee on or before the end of the third nine weeks.

**D. Salary Reclassification:**

1. Employees on BA, BA+10, BA+20 and MA salary classifications desiring reclassification on the salary schedule shall take graduate hours in the employee's major field or in the field of current teaching assignment at an accredited college or university. All courses taken to meet this provision shall be approved in advance by the superintendent.
2. An employee must file written notification with the superintendent by March 1 of the current school year in order to qualify for a salary reclassification for the following school year and verification of credits earned for salary reclassification must be filed with the superintendent no later than the fifth working day in September, for the employee to earn a salary reclassification.

**E. Pay Period:** Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. If the 20th falls on a weekend, school holiday or vacation, then the installment shall be made on the last previous workday.

**F. Extended Contracts:** Extended contracts shall be issued at the employer's discretion for a specified number of days beyond the regular contract. The rate of pay for employees on extended contracts will be 100 percent of their regular per diem pay. Driver education teacher's salary will be figured separately.

**G. Phase III:** Any Phase III money that is paid as an extended contract will be paid at a rate of \$16.50 per hour.

**H. Supplemental Contracts:** Supplemental contracts will be paid in accordance with Schedule B attached hereto and made a part hereof.

**I. Extra Pay:** The activities of the school district include functions which extend beyond the normal workday. Teachers will perform the following supervisory duties, including but not limited to, ticket taking, supervising pep buses and supervising at dances and other school functions.

Ticket Taking	\$15 per event per person
Timing Person	\$15 per event per person
Recording	\$15 per event per person
Supervisor	\$5 per hour

**J. Stipend Pay:** A stipend of 50% of the per-graduate hour cost will be rewarded per semester hour of approved graduate credit. All courses taken to meet this provision shall be in the employee's related graduate field and be approved in advance by the superintendent. Staff development credits are not eligible for reimbursement. The superintendent must approve the stipend pay before the class is taken. Proof of successful completion of the class must be provided before the stipend is paid.

**K.** The contract year will consist of 180 days of teaching and eight (8) days of teacher inservice (188 total).

## SCHEDULE A

	BA	BA+10	BA+20	MA
Base	25,500	26,055	26,610	27,720
1	25,125	26,680	27,235	28,345
2	26,750	27,305	27,860	28,970
3	27,375	27,930	28,485	29,595
4	28,000	28,555	29,110	30,220
5	28,625	29,180	29,735	30,845
6	29,250	29,805	30,360	31,470
7	29,875	30,430	30,985	32,095
8	30,500	31,055	31,610	32,720
9	31,125	31,680	32,235	33,345
10	31,750	32,305	32,860	33,970
11	32,375	32,930	33,485	34,595
12	33,000	33,555	34,110	35,220
13	33,625	34,180	34,735	35,845
14	34,250	34,805	35,360	36,470
15	34,875	35,430	35,985	37,095
16		36,055	36,610	37,720
17			37,235	38,345
18				38,970



25,500

ACTIVITY	%	1-4 YRS	%	5-9 YRS	%	10+ YRS
Athletic Director	0.11	2805	0.12	3060	0.13	3315
Head Football	0.1	2550	0.105	2678	0.11	2805
Head Girls Basketball	0.1	2550	0.105	2678	0.11	2805
Head Boys Basketball	0.1	2550	0.105	2678	0.11	2805
Head Baseball	0.1	2550	0.105	2678	0.11	2805
Head Softball	0.1	2550	0.105	2678	0.11	2805
Volleyball	0.1	2550	0.105	2678	0.11	2805
Golf	0.075	1913	0.08	2040	0.085	2168
Head Girls Track	0.075	1913	0.08	2040	0.085	2168
Head Boys Track	0.075	1913	0.08	2040	0.085	2168
Cross Country	0.075	1913	0.08	2040	0.085	2168
Assistant Football	0.07	1785	0.075	1913	0.08	2040
Asst. Girls Basketball	0.07	1785	0.075	1913	0.08	2040
Asst. Boys Basketball	0.07	1785	0.075	1913	0.08	2040
Assistant Wrestling	0.07	1785	0.075	1913	0.08	2040
Assistant Softball	0.07	1785	0.075	1913	0.08	2040
Assistant Baseball	0.07	1785	0.075	1913	0.08	2040
Assistant Volleyball	0.07	1785	0.075	1913	0.08	2040
JH Football	0.04	1020	0.045	1148	0.05	1275
JH Girls Basketball	0.04	1020	0.045	1148	0.05	1275
JH Boys Basketball	0.04	1020	0.045	1148	0.05	1275
JH Wrestling	0.04	1020	0.045	1148	0.05	1275
JH Girls Track	0.04	1020	0.045	1148	0.05	1275
JH Boys Track	0.04	1020	0.045	1148	0.05	1275
JH Volleyball	0.04	1020	0.045	1148	0.05	1275
Yearbook	0.05	1275	0.06	1530	0.07	1785
Play	0.05	1275	0.06	1530	0.07	1785
Cheerleader Sponsor	0.06	1530	0.065	1658	0.07	1785
Band & Vocal	0.06	1530	0.0625	1594	0.065	1658
Elementary Music	0.01	255	0.015	383	0.02	510
Speech	0.06	1530	0.0625	1594	0.065	1658
Drill Team	0.02	510	0.025	638	0.03	765
Musical (2)	0.04	1020	0.05	1275	0.06	1530
AV Coordinator	0.01	255	0.015	383	0.02	510
Safety Patrol Director	0.015	383	0.02	510	0.025	638
FFA	0.04	1020	0.045	1148	0.05	1275
Host Conf. Event (2)	0.025	638	0.025	638	0.025	638
Concessions (2)	0.02	510	0.0225	574	0.025	638
Prom/Mag. Sales (3)	0.02	510	0.0225	574	0.025	638
St. Council/Home	0.01	255	0.015	383	0.02	510
STW Coordinator (2)	0.01	255	0.015	383	0.02	510
Adult Farmer Director	0.04	1020	0.045	1148	0.05	1275
PALS	0.015	383	0.0175	446	0.02	510
Leadership Club	0.01	255	0.015	383	0.02	510

## ARTICLE XI

### SAVINGS CLAUSE

In the event that any provision of the Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative but all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

## ARTICLE XII

### VACATIONS & HOLIDAYS

A. Holidays: The Board shall recognize the following unpaid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, the Friday before Easter, the Monday following Easter, and Memorial Day. No employee shall be required to perform duties on any of the above holidays.

B. Vacation Periods: The Friday following Thanksgiving day and the weekdays between Christmas and New Years Day shall be unpaid vacation days not subject to use as make up days for school calendar days earlier missed.

## ARTICLE XIII

### STAFF REDUCTION AND ASSIGNMENT

A. The Board of Education retains the sole and exclusive right to determine the number of staff members required to maintain its program, and the right to determine which program within the District will be continued or added.

B. The employer shall take into account attrition and possible transfers to determine whether a reduction is necessary. In the event the employer determines that employees must be reduced or eliminated, the following procedure will be followed:

1. Employees will be reduced on the following basis:
  - A. Seniority as defined in Article II.
  - B. Qualifications (i.e. approvals and/or certification).
  - C. Academic program continuity.
2. Normally, seniority will be the controlling factor, however, considerations of items 1B and 1C above may override in unusual circumstances.
3. Employees to be reduced or eliminated shall be notified no later than April 30. This notice shall be delivered to the employee by certified mail or given to the employee after the close of the employee's work day.

4. Staff reduction shall be made within the following categories:

- A. K-6.
- B. 7-12 within each subject area.
- C. K-12 special education.

C. 1. Employees wanting recall rights shall advise the superintendent of their current address and telephone number. Employees shall have recall rights for two years for any position which becomes available within the category from which the employee was reduced. Employees will be recalled in inverse order of lay off. Notice of recall to available positions shall be sent by certified mail.

2. Any employee re-employed by exercising their recall rights shall maintain all unused accumulated sick leave and shall be placed on the next higher step on the salary schedule.

3. A recalled employee must notify the superintendent within five (5) days of receipt and notice of recall of his/her desire and availability to return to work. If the employee fails to respond within five (5) days, the employee will be deemed to have refused the recall offer. The employee shall be informed of the five (5) day limitation in the communication.

4. If a reduced employee has been recalled to a position having less than full time equivalency than he/she previously held, he/she shall retain recall rights to any position having a full time equivalency for which he/she is certified.

## ARTICLE XIV

### FINALITY AND EFFECT OF AGREEMENT

A. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

B. Past practices shall not constitute part of this Agreement and any subsequent or supplementary Agreement must be reduced to writing and executed by both parties to be effective.

C. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act designated under said section as negotiable for collective bargaining purposes, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiably waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be

obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE XV

### DURATION

This is a one year contract negotiated in **2006-2007**. This Agreement shall remain in full force and effect from August 13, **2007**, until midnight on August 10, **2009**.

EXIRA COMMUNITY SCHOOL DISTRICT

BY

Vicky L. Sorenson  
Vicky Sorenson  
President, Board of Directors  
2006

EXIRA EDUCATION ASSOCIATION

BY

Wayne Madsen  
Wayne Madsen  
President, EEA  
2006

BY

Shirley Garnett  
Shirley Garnett  
Secretary, Board of Directors  
2006

BY

John Walker  
John Walker  
Chief Negotiator, EEA  
2006

BY

Charles K. Johnson  
Charles Johnson  
Negotiator, Superintendent  
2006